

HOLLY E. CHEONG, ESQ.  
Nevada Bar No. 11936  
TROUTMAN PEPPER LOCKE LLP  
8985 S. Eastern Ave., Ste. 200  
Las Vegas, NV 89123 (*Nevada Office*)  
  
350 South Grand Avenue, Ste. 3400  
Los Angeles, CA 90071 (*Los Angeles Office*)  
Tele: (213) 928-9800  
Fax: (213) 923-9850  
holly.cheong@troutman.com

*Counsel for PHH Mortgage Corporation, successor  
by merger to Ocwen Loan Servicing, LLC*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

LYNN WILLIAMS,

Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS,  
INC.; EQUIFAX INFORMATION  
SERVICES, LLC; NATIONAL CONSUMER  
TELECOM & UTILITIES EXCHANGE,  
INC.; CLARITY SERVICES, INC.; and  
OCWEN LOAN SERVICING, LLC,

Defendants.

Case No.: 2:24-cv-02293-JCM-EJY

**STIPULATION AND ORDER TO  
EXTEND TIME TO ANSWER OR  
OTHERWISE PLEAD**

**(FIRST REQUEST)**

Pursuant to Local Rule IA 6-1 of the United States District Court for the District of Nevada, Defendant PHH Mortgage Corporation, successor by merger to Ocwen Loan Servicing, LLC (“PHH”)<sup>1</sup>, and Plaintiff Lynn Williams (“Plaintiff”) (collectively with PHH, the “Parties”), by and through their respective counsel, hereby stipulate as follows:

1. Plaintiff filed her Complaint on December 11, 2024;
2. PHH was served with the Complaint on March 31, 2025;

<sup>1</sup> The Complaint named Ocwen Loan Servicing, LLC. On June 1, 2019, Ocwen Loan Servicing, LLC merged with PHH Mortgage Corporation.

1           3.       PHH's deadline to answer or respond to Plaintiff's Complaint is April 21, 2025;

2           4.       PHH has requested, and Plaintiff has consented to, an additional thirty (30) days for  
3 PHH to file an Answer or otherwise respond to the Complaint;

4           5.       An additional thirty (30) days for PHH to answer or respond to Plaintiff's Complaint  
5 will not alter the date of any event or deadline already fixed by the Court or prejudice any party;

6           6.       Good cause exists to grant the stipulation as the additional thirty (30) days are  
7 needed to allow PHH to complete its investigation of Plaintiff's allegations, including a review of  
8 all relevant documents;

9           7.       Pursuant to Local Rule IA 6-1 and 7, Plaintiff and PHH agree that PHH shall have  
10 up to and including May 21, 2025 to file a responsive pleading to Plaintiff's Complaint;

11           8.       WHEREAS, this is the first request by the Parties seeking such extension;

12           THEREFORE, in consideration of the foregoing, and for good cause, IT IS HEREBY  
13 STIPULATED AND AGREED by and between the Parties as follows:

14       ///

15       ///

16       ///

17       ///

18       ///

19       ///

20       ///

21       ///

22       ///

23       ///

24       ///

25       ///

26       ///

27       ///

Defendant PHH Mortgage Corporation shall have up to and including May 21, 2025 to file an Answer or otherwise respond to Plaintiff's Complaint.

**IT IS SO STIPULATED.**

Dated: April 21, 2025

/s/ Holly E. Cheong  
Holly E. Cheong, ESQ.  
Nevada Bar No. 11936  
TROUTMAN PEPPER LOCKE LLP  
350 South Grand Avenue, Suite 3400  
Los Angeles, CA 90071  
T: (213) 928-9800  
holly.cheong@troutman.com  
*Counsel for PHH Mortgage Corporation,*  
*successor by merger to Ocwen Loan Servicing, LLC*

/s/ Gerardo Avalos w/permission  
Gerardo Avalos, ESQ.  
George Haines, ESQ.  
Freedom Law Firm  
8985 S. Eastern Ave., Suite 100  
Las Vegas, Nevada 89123  
T: (702) 880-5554  
gavalos@freedomlegalteam.com  
*Counsel for Plaintiff Lynn Williams*

IT IS SO ORDERED:

  
UNITED STATES MAGISTRATE JUDGE

DATED: April 21, 2025